

**Tender document for the Supply of Laboratory Diagnostic  
Equipment's on reagent rental Scheme to HLL Lifecare Ltd's  
Laboratories across India.**

**Tender Ref No:HLL/SD/CHO/2016-17/Tender/007**



**SOURCING DIVISION  
HLL LIFECARE LTD.  
CORPORATE AND REGD. OFFICE  
HLL BHAVAN, POOJAPPURA  
THIRUVANANTHAPURAM  
0471-2354949, Ext. 326,323,242.  
[www.lifecarehll.com](http://www.lifecarehll.com)**

**Tender date: 09-12-2016**

**Last date of Submission of Tender: 17-12-2016, 02.30 PM**

**Opening of Technical bid: 17-12-2016, 3.00 PM**

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**NOTICE INVITING TENDER**

**Sub: Supply of Laboratory Diagnostic Equipment's on reagent rental Scheme to HLL Lifecare Ltd's Laboratories across India**

**Tender No: HLL/CHO/SD/2016-17/TENDER/007 dated :09-12-2016**

**I. Background**

HLL Lifecare Limited (HLL) is a Government of India Enterprise under the Ministry of Health and Family Welfare. HLL, a world leader in contraceptives, has grown into a comprehensive healthcare company. A parallel world of services exists under HLL Lifecare apart from its products. Healthcare Services Division offers outsourcing partnerships to partnering institutions in the areas of diagnostic services, imaging services, laboratory services and specialist services. HLL retail Outlets offers medicine, surgicals, consumables, implants, lenses ,frames, etc. in an affordable rate to the patients.

**II. Objective**

HLL is setting up 'HINDLABS' in various Govt.& Non-Govt. Institutions across India as a joint initiative. The Centre will provide quality Diagnostic Services - in Biochemistry, Serology, Pathology, Microbiology etc in various Govt. & Non-Govt. institutions at an economical rate. The Centre will mainly cater to the requirements of all departments of hospital including super specialty. The Centre shall procure products of various standard manufacturers/ suppliers who can provide high end lab equipment on Reagent Rental scheme, Quality Laboratory reagents and consumables at economical rate. The success of this noble venture depends on the co-operation of the manufacturer/supplier. We expect the companies to quote their best possible rate as a special case as HLL intends to pass on maximum benefit to the patients.

**HLL Lifecare Ltd**, invites sealed and super scribed quotation from Manufacturers / Authorised Distributors / Authorized Importers for Supply of Laboratory Diagnostic Equipment on reagent rental scheme for existing Hindlabs laboratories and for upcoming Centres across India. Eligible bidders are requested to submit their best offer along with complete technical details, commercial terms & conditions as per this tender document.

***Publishing date of bid: 09<sup>th</sup> December 2016.***

***Last date of submission (at the office of the Senior Manager (SD), Corporate and Regd. Office, HLL Bhavan, Poojappura, Thiruvananthapuram):17<sup>th</sup> December 2016, 14.30 Hours.***

***Opening of Technical bid: 17<sup>th</sup> December 2016, 15.00 Hours at HLL Lifecare Ltd, Poojappura Thiruvananthapuram)***

Interested applicants can participate in the bid.

HLL reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through HLL web site, as corrigendum/amendments etc., if any, will be notified on the HLL web site and separate advertisement will not be made for this regard.

**For HLL Lifecare Ltd.**

**Senior Manager (SD)**

## TERMS AND CONDITIONS

### **1. ELIGIBILITY CRITERIA FOR BIDDERS**

1. Only manufacturer/Authorised distributor/authorised importer are eligible to bid. Authorization letter from Manufacturer in favour of authorized distributor/importer to bid / negotiate / conclude the order against this tender must be enclosed with technical bid. Manufacturers have to produce copy of the valid manufacturing license along with the technical bid.
2. The tenderer/bidder should have a minimum 05 (Five) years of experience for supply & successful installation of machines of similar equipment. Two recent empanelment certificate from any government or private agency or documents to prove the supplies made (and successful installation) to government and reputed private hospitals/institutes/retailers must be enclosed along with the technical bid..
3. The average annual turnover of the tenderer in the last three years shall not be less than Rs.75crores.The audited annual report of the last three years should be submitted along with the technical bid .
4. The tenderer should not have been debarred or blacklisted by any Central / State Government Departments of India.
5. Self-attested Non conviction certificate shall be enclosed along with the technical bid..
6. The tenderer should have service and distributor network to cover entire Maharashtra and upcoming locations. The details of service engineers and list of distributors shall be submitted along with the technical bid.
7. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature mentioning all the terms & conditions clearly, must be enclosed with the technical bid.

The bid will be summarily rejected in case any or all of the following;

1. The bid with conditional and ambiguous clauses
2. The bid without EMD

The tender/bid of any tenderer, who has not complied with one or more of the conditions of pre-qualification criteria and / or fail to submit the required documents in prescribed format as mentioned / or required / or conditional tender are liable to be summarily rejected.

### **2. Scope of the work**

Supply and successful installation of Laboratory diagnostic equipment on reagent rental scheme and quote the rates for Reagent, Consumables and Quality Control (QC) to Hindlabs Laboratory as per the Supply order terms and conditions and finalized rate. This tender is used to empanel the bidders for Hindlabs future projects also. The selected bidder will be considered for Hindlabs future projects on mutually agreeable terms.

### **3. Product Specification**

Complete product technical specifications, technical details, make, model & country of origin, illustrations, literature, printed pamphlets/leaflets etc, must accompany the quotation. Leaflets, pamphlets, etc. shall be taken for information purpose only and shall not form the part of the contract. The original Literature or the relevant part of the user/service manual should be attached as proof. The tentative requirement of equipment's is enclosed as Annexure 1 and its detailed specifications are given from **Annexure – 1.1 to Annexure - 1.12.**

#### 4. Rate:

4.1 Parties have to quote the reagent rental basis as per the following criteria. Parties have to quote the rates for reagent, Consumables and all-inclusive Cost per Reportable Test (CPRT) rate.

4.2. Prices quoted should be '**Firm & final**' for free delivery of reagents and calibrators at the sites, mentioning the quantity, unit price, total amount and applicable taxes etc clearly as per the price schedule enclosed in **Annexure-10**.

4.3. The prices quoted shall be valid for a period of 5 years from the date of signing of MOU/Agreement.

4.4. The bids will be evaluated by taking the total amount quoted for all the items except QC in the bid for each equipment.

4.5 Parties have to quote the rate considering the number of existing laboratories, and upcoming centers across India. List of proposed Hindlabs for equipment installation is as per **Annexure 11**.

#### 5. Validity:

The quoted rates must be valid for a period of Sixty months from the date of notice of award. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

#### 6. Ethical Standard

1.1 Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, HLL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract

For the purposes of this provision, the terms set forth below are defined as follows:

- (i) Corrupt practice: means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- (ii) Fraudulent practice: means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive HLL of the benefits of competition

**7. Non Moving & Expiry** – The tenderer/bidder has to take back non moving and near expiry products having minimum balance 6 months of shelf life if any and issue credit note for equivalent purchase.

#### 8. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs.

#### 9. Clarification of Bidding Documents

- a) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, or by fax at the purchasers mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 5 days prior to the deadline for submission of Bids prescribed by the Purchaser.

- b) During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

## 10. Amendment of bidding documents

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendment in company website only.

## Preparation of Bids

### 11. Language of Bid

All correspondence and documents related to the bid shall be in English.

12. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words, in case there is a mismatch between the two, price quoted in words shall be considered.

### 13. Bid Form, Earnest Money Deposit (EMD)

13.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

13.2 Bidder shall furnish, as part of its bid, EMD as mentioned below

EMD Amount	Validity
Rs 20,000/- each equipment/item	For Three months from the date of opening of Technical Bid if Demand Draft and Six months in case of Bank Guarantee.

13.3 EMD Amount: Rs 20,000/- (Rupees Twenty Thousand only) for each equipment/item. For example if a bidder is submitting bid for three equipment/item, the total EMD to be remitted is 3 X 20000 i.e Rs 60,000 (Rupees Sixty Thousand only). The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture .

13.4 The EMD shall be denominated in the currency of the bid and shall be in one of the following forms: -

- (a) a bank guarantee issued by a nationalized or a scheduled bank in the form provided in the bidding documents at **Annexure-08** or another form acceptable to the Purchaser
- (b) Demand Draft drawn in favour of the HLL Lifecare Limited, payable at Thiruvananthapuram

13.5 Any bid not secured in accordance with Clauses 13.1 and 13.2 will be rejected by the Purchaser as non-responsive.

13.6 Unsuccessful bidder's EMD's will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.

13.7 The EMD may be forfeited: -

- (a) If a Bidder:
- (i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

- (ii) Does not accept the correction of errors.
- (b) In the case of the successful Bidder, if the Bidder fails:
  - (i) To sign the contract in accordance with Clause 43.

#### 14. Financial Bid

The Bid Price Schedule must be prepared in accordance with the instructions specified below:

- Parties have to quote the price in accordance with **Annexure 10**
- Parties have to quote the prices for reagent, consumables and QC.
- The total price (Grand Total of column A7 in the Annexure –10) shall only be considered for evaluation of bids.
- Parties have to provide separate quote (sheet) for quoting more than one equipment

**15. Fixed prices:** The prices quoted by the bidder shall remain firm and fixed during the currency of the contract which would be Sixty months (can be extendable) from the award of contract and not subject to any variations on any account during this period.

**16. Parallel rate contracts:** HLL reserves the right to enter into the rate contract / parallel rate contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more suppliers.

**17. In case of Default:** The purchaser is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

**18. Risk purchase:** If L1 or any other parties defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from L2 or higher bidder or from market at the risk and cost of supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and supplier will be under obligation to pay the same. The purchaser has the right to recover the same from the supplier if the supplier does not make the payment.

**19. Inspection:** The supplier should submit the batch test reports for the supplies made to HLL. The purchaser reserves the right to sample check the consignment at the time of delivery for which cost shall be borne by the supplier (pre-dispatch inspection)

Incase supplier is unable to meet the schedule with quantity and or time lines as mentioned in the tender, the same may be indicated vide separate letter giving the delivery time schedule as part of tender document. In the event L1 party does not meet the timeline as required by HLL, HLL reserves the right to go to the L2 party to meet the delivery deadline.

**20. Shelf Life:** The supplies of reagents, consumables, QC etc. should be from fresh stock only. Products should have minimum 2/3<sup>rd</sup> shelf life at the time of receipt at HLL outlet.

**21. Indemnity:** The supplier agrees to indemnify purchaser and will always keep it indemnified against all terms, claims, demands, losses, costs, expenses, and all issues arising out of supply and installation of the Laboratory Diagnostic Equipment's on reagent rental Scheme.

**22. Short supply:** If any shortages in sealed boxes are detected then supplier should be held responsible. In such a case, the supplier will have to make good of the loss or refund the payment for such quantity equal to its F.O.R. value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for

the equivalent F.O.R.(Free On Road) value corresponding to quantity found short.

**23. Flexibility of prices:** The purchaser has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.

**24. Submission of invoice:** Invoice/ bills shall be raised in the name of "Hindlabs address mentioned in the purchase Order" and the same shall be submitted to the Centre in charge along with the materials to be supplied.

### **25. Delivery & Installation of Goods/Equipments**

25.1. Delivery of the Goods/equipment shall be made by the Supplier as per purchase Order terms during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods/equipments , the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As far as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

25.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement, unless an extension of time is agreed upon pursuant to agreement without the application of liquidated damages by the Purchaser.

25.3 Satisfactory installation/commissioning and hand over of the equipment shall be completed within 30 days from the date of issue of Purchase Order/MOU/Agreement.

**26.** Equipment should be brand new; refurbished equipment will not be accepted by HLL.

**27.** The successful vendor for supply on reagent rental basis shall enter an MOU with HLL for the supply and placement /installation of the equipment at HLL's Path labs/Hindlabs based on the accepted rates for a period of 5 Years.The Bidder shall maintain the equipment for a period of 5 Years.; any cost of maintenance within the stipulated time will be borne by the successful Bidder. Periodic Preventive Maintenance should be ensured by the successful Bidder. The supplier has to maintain an uptime of 98 % for the equipment.Complaints should be attended properly, maximum within 8 hrs. Spare parts replacement and, software update should be done free of cost during the contract period. The contract period may be extended for further period based on mutual consent

### **28. INSURANCE**

The Goods/equipments Supplied under the Contract shall be fully insured in Indian Rupees by against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Equipment's supplied on reagent rental basis shall be insured by the supplier.

### **29. INCIDENTAL SERVICES**

29.1 The supplier may be required to provide any or all of the following services as part of the contract, including additional services, if any

(a)Unloading, safe storage and handling of consignment at site

(b) Performance or supervision of the on-site assembly if any of the supplied goods/ equipments, installation, testing and commissioning of the equipment including software interface and validation of the test during the entire period of contract at suppliers cost.



- (c) Furnishing of tools required for assembly and/or maintenance of the supplied Goods/equipment;
- (d) Furnishing of detailed operations and maintenance manual for each product/equipment
- (e) Performance or supervision or maintenance and/or repair of the supplied Goods/equipment, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (f) Training of the Purchaser's Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

### 30. DOWN TIME

During contract period not more than 5% downtime will be permissible. For downtime exceeding 1%, penalty equal to 5% of the last order value of reagents may be imposed per day. Downtime will be counted from the date and time of the filing of complaint with in the business hours.

### 31. Submission of documents

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid).

**Technical Bid:** Envelop of Part – I should be super scribed as “**Tender for Supply of Laboratory diagnostic equipment on reagent rental Scheme Part – I Technical Bid**”

The following documents shall be submitted as part of **Technical Bid** (Part 1).

1. All the documents except Annexure 10 of this tender document
2. Earnest Money Deposit (EMD) in the form of bank Guarantee or DD.
3. Latest two supply orders received from various Govt. department/agencies/PSUs/reputed organizations for the supply of the item mentioned in the bid.
4. Sales Tax Registration Certificate/TIN No
5. Income Tax PAN number
6. Power of attorney for signatory of bid in Rs 200/- stamp paper duly notarized.
7. Signed copy of tender document.
8. Check list of Items/equipment quoted by the bidder as per Annexure 12.

The tenderer shall submit the copy of the tender document and addenda thereto, if any, with each page signed and stamped to confirm the acceptance of the entire terms & conditions of the tender.

**Financial Bid (Annexure-10):** Envelop of Part – II should be super scribed as “**Tender for Supply of Laboratory Diagnostic Equipment on reagent rental Scheme Part – II Financial Bid**”

Part – I (Technical Bid) & Part – II (Financial Bid) should be put in a single cover super scribed as “**Tender for Laboratory Diagnostic Equipment on reagent rental Scheme to HLL outlets across India**” have to be submitted/couriered to the below mentioned address:

Senior Manager, Sourcing Division,  
HLL Lifecare Ltd.  
HLL Bhavan, Poojappura,  
Thiruvananthapuram.  
Ph.no: 0471 2353932. [registrationsd@lifecarehll.com](mailto:registrationsd@lifecarehll.com)

### 32. Evaluation process:

Evaluation of the proposals shall be done in two stages as:

**(a) Stage – I (Technical Evaluation):** Technical evaluation of the proposals shall be done in two stages as:

**Sub-Stage I (A) (Essential pre-qualification criteria):**

HLL will examine all the bid(s) to determine whether they qualify the essential pre-qualification criteria, whether tenderer has submitted the EMD with technical bid, whether all the documents as mentioned / or required in the tender to be submitted with technical bid, has been submitted, whether all the documents are in prescribed Annexure and has been properly signed & stamped and whether the bids are completed and generally in order.

Tender(s) who will not qualify Sub-Stage–A or conditional tender are to be treated as unresponsive and it may be rejected.

**Sub-Stage – I (B) (Technical Evaluation):**

HLL will carry out evaluation of the technical bid and examine whether the bid is complying with the conditions mentioned in tender document. After the evaluation of technical bid(s), a list of the tenderer(s) who qualify the technical evaluation (Sub – Stage – I (A) & I (B) shall be made. Shortlisted tenderer(s) shall be informed for the date, time and place of opening of the financial bid(s) and they may depute their representative/s to attend the opening of the financial bid(s). The financial bid(s) of the only technically qualified tenderer(s) will be opened.

**(b) Stage – II (Financial Evaluation):** Financial bid(s) of the only technically qualified tenderer(s) will be opened for financial evaluation; the dates of financial bid opening will be informed to the qualified parties. After due evaluation of the financial bid(s), (Annexure-10). HLL will award the contract to the **lowest evaluated responsive bidder** (hereinafter referred to as the “Supplier”).

### 33. Deadline for Submission of Bids

Bids must be received by HLL at the address specified in the bid not later than the time and date stated in the bid. HLL may, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of HLL and Bidder thereafter be subject to the deadline as extended.

### 34. Late Bids

Any bid received by HLL after the bid submission deadline prescribed by HLL in the bid, will be rejected and returned unopened to the Bidder.

### 35. Modification and Withdrawal of Bids

Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

- 1 Modification will be permitted only if a written notice of the same is received by HLL prior to the deadline prescribed for bid submission.
- 2 The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows
  - (a) The Bidders shall provide an original and one copy of any modification(s) to its bid, clearly identified as such, in two inner envelopes duly marked BID MODIFICATIONS ORIGINAL and BID MODIFICATIONS COPY. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked BID.
- 3 A Bidder wishing to withdraw its bid shall notify HLL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:

- a) Be addressed to HLL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.
- 4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified.

**36.** In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

**37.** The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.

Purchaser will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.

The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject the bid or cancel the tender without assigning any reason thereof.

#### **38. Opening of Bids by HLL**

Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in this tender enquiry.

Bidders wishing to be present at the time of such opening may send their duly authorized representative. Only Technical Bids will be opened on that day.

#### **39. Clarifications on Bids**

During the bid evaluation, HLL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

#### **40. Contacting HLL**

- 1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing.
- 2 If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

#### **41. HLL's Right to Accept or reject any or all Bids**

HLL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof.

#### **42. Notification of Award**

Prior to the expiration of the period of bid validity, HLL will notify the successful Bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the Contract.

#### **43. Signing of Contract**

1. At the same time as HLL notifies the successful Bidder that its bid has been accepted, HLL will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
2. Not more than ten (10) days following receipt of the Contract Form, the successful Bidder shall prepare the contract agreement on a Non Judicial

stamp paper of Rs 200/-, sign, date and return it to HLL.

In case, the successful bidder does not do so, HLL in its discretion may cancel the bid of the successful bidder and may accept the bid of the next higher bidder and the successful bidder also be liable to pay damages to HLL.

#### **44. CONDITIONS OF THE CONTRACT**

##### **44.1 Settlement of Disputes**

Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialogue and negotiation.

##### **44.1.1 Conciliation/Arbitration**

Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred to a Sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act 1996. The arbitrator shall be nominated by the Chairman & Managing Director of HLL Lifecare Limited.

The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the Sole arbitrator shall be final and binding on the parties hereto.

The conduct of such arbitration shall be in English

##### **44.1.2 No suspension of work**

The obligations of HLL and the bidder shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration nor shall payments to the bidder continue to be made in terms of the contract.

##### **44.1.3 Award to be binding on all parties**

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

##### **44.1.4 Jurisdiction of Courts**

The Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

#### **44.2 Bidders Responsibilities**

1. The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed and Finalized Plan within a period of two (2) weeks from the date of issue of Letter of Acceptance.
2. The bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
3. The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the bidder. The Bidders shall indemnify and hold harmless HLL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel. Except that caused by HLL.
4. Any product related cases shall be borne by the manufacturer.

#### 44.3 Terms of Payment

Payment will be made within 30 days of delivery and acceptance of materials/equipment as per the purchase orders.

#### 44.4 Delivery Schedule

**Equipment shall be made available and installed & commissioned within 30 days of issue of Purchase Order/MOU/Agreement**

The delivery period for reagents Consumables and QC should be within 30 days or as mentioned in Purchase Order shifting from one location to other.

#### 44.5 Taxes and Duties

The Bidder shall bear and pay all taxes, duties, levies, and charges assessed on the bidder by all municipal, state, or national government authorities, in connection with the Goods and Services supplied under the Contract. Income Tax and Other Taxes as applicable at the time of execution of job or any other government-imposed liabilities would be deducted from each bill submitted by the bidder.

#### 44.6 Intellectual Property

All rights including the Intellectual Property Rights subsisting in any material /equipment including any tools, utilities or methodologies belonging to the Bidders and used to perform the obligations under this Agreement shall remain vested in the Bidders (the Bidders Properties) and any additional or new inventions made in the course of performance of services shall belong to HLL.

#### 44.7 Confidential Information

HLL and the Bidder (the Receiving Party) shall keep confidential and shall not, without the written consent of the other party to this Contract (the Disclosing Party), divulge to any third party any documents, data, or other information of a confidential nature (Confidential Information), that has been marked Confidential (Confidential Information).

#### 44.8 Force Majeure

Force Majeure shall mean any event beyond the reasonable control of HLL or of the Bidders, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;
- (d) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;

If either party is prevented, hindered, or delayed from or in performing any of its Obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

## **45. Change in Contract Elements**

### **45.1 Termination**

HLL may at any time terminate the Contract for any reason by giving the Bidders a thirty days (30) notice of termination

### **45.2 Termination for bidders Default**

#### **The contract may be terminated**

- (a) If the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 11(Assignment); or
- (b) If the bidder, in the judgment of HLL, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or Proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

### **45.3 Assignment**

The bidder shall not, without the express prior written consent of HLL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

### **45.4 Replacement**

In case of complaints due to the quality issues in the Product the bidder shall take the sole responsibility to replace the entire defective batch(s) with fresh lot, free of cost to HLL. An undertaking (Annexure-4) be submitted by the bidder to HLL.

In case of product rejection by the statutory Authorities, HLL shall destroy the defective quantity and all the expenses on account of this will be debited to the supplier.

### **45.5 Empanelment**

Bidders who are qualified in the Technical evaluation will be empanelled for the quoted items for the future requirements of HLL.

### **45.7 TRANSIT INSURANCE:**

Rates quoted being door delivery basis, the Supplier shall be fully responsible till full material/equipment is received in good condition at consignee's site. As such the Supplier shall despatch the material duly insured.

**45.8** HLL Lifecare Ltd reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

Thanking you,

Yours faithfully,

**Senior Manager (SD)**

## ANNEXURE - 1

**CURRENT REQUIREMENT OF EQUIPMENTS ON REAGENT  
RENTAL SCHEME**

<b>Sl.No</b>	<b>Equipment</b>	<b>Estimated Quantity (in nos)</b>
1	5 Part Blood cell counter	53
2	3- Part Blood Cell counter	57
3	Single Channel-Coagulation analyser	53
4	Fully Auto BIOCHEMISTRY Analyser- High Through put	53
5	Fully Auto BIOCHEMISTRY Analyser- Low Through put	57
6	Electrolyte Analyser	110
7	HbA1c Analyser	53
8	Nephelometry	53
9	Fully automated Immunoassay analyser	20
10	ABG Analyser with Lactate	53
11	Urine Analyser	110
12	ELISA Reader	20

## Annexuer-1.1

Sl. No	Specification for 5- Part Blood Cell counter	Whether the product meets the technical spec (Yes/No)
1	The instrument should be fully automated 5 part Blood cell counter that Measures at least following parameters - WBC, RBC, HGB, HCT, MCV, MCH, MCHC, RDW-SD, RDW-CV, PLT, NEUT %, LYMPH %, MONO%, EOS %, BASO %, NEUT #, LYMPH #, MONO #, EOS #, BASO #, PDW, MPV, PCT, with histogram for RBC, PLT	
2	The analyzer and the manufacturer shall have quality certificate including CE / ISO13485 ;	
3	The power source shall accords with AC 100 ~240V/50Hz	
4	The analyzer shall be connected with external computer and operated by a PC software that can be run on Windows XP/7/ Vista OS;	
5	The analyzer does not require any external pneumatic unit to provide hydro- and mechanical power;	
6	The analyzer and reagents shall work normally in ambient temperature from 15 - 30 centi-degrees;	
7	The analyzer shall use laser scattered flow cytometry technology to measure the WBC differential;	
8	The analyzer shall measure basophils in an independent channel with other white blood cells;	
9	The analyzer shall use impedance method to measure RBC and PLT and present the results in histogram; Cyanide free Sls-hb / Calorimetric method for haemoglobin.	
10	The analyzer can offer at least 23 diagnostic parameters including RDW-SD;	
11	The analyzer shall provide Histograms besides numerical results;	
12	The analyzer shall give reference values for counting atypical lymphocytes and large immature cells;	
13	The analyzer shall give flags to help identify abnormal results;	
14	The analyzer shall support both whole blood sample and capillary blood sample;	
15	The analyzer shall not take more than 70 µl of blood for a 5-part differential test.	
16	The analyzer shall take 25 µl or less of blood for a CBC test;	
17	The analyzer shall take blood in auto-loader and in open tube mode;	
18	The analyzer shall support prediluted mode for capillary blood and automatically dispense diluent for mixing blood;	
19	The analyzer shall test 60 or more samples in one hour;	
20	The analyzer shall provide L-J and X-B control programs which can store at least 300 data points;	



<b>21</b>	The analyzer shall provide at least 60 files storage for QC results;	
<b>22</b>	<u>Linearity</u> Should have high linearity of 1 Lacs or more for WBC's and 10 lacs or more for Platelets.	
<b>23</b>	The analyzer shall store at least 30000 results with graphics and data	
<b>24</b>	The analyzer shall support Bi-directional LIS connectivity; and have integrated bar code reader	
<b>25</b>	The company supplying the instrument should have service and distributor network all over Maharashtra state.	

Date:

Place:

Signature:

Name:

Designation:

Common Seal:

## Annexuer-1.2

SL No	<u>SPECIFICATION FOR ELECTROLYTE ANALSYER</u>	Whether the product meets the technical spec (Yes/No)
1	Should be of Ion Selective Electrodes ( ISE )	
2	Sample types: Serum/WB/ Urine	
3	Should be able to measure at least four parameters at a time.	
4	Analyses : Na+/K+/Cl-/Ca++	
5	Sample volume- 100 µl or less.	
6	Measuring time - less than 55 seconds for serum and 90 seconds for urine.	
7	Should have storage of patient results of at least 125 and QC data storage for 3 controls.	
8	Instrument must have CE mark	
9	Should have facility to change individual electrode	
10	Reagent Pack size should be at least 800 ml or above.	
11	Should have single reagent pack, concealed, including waste storage.	
12	The company supplying the instrument should have service and distributor network all over Maharashtra state.	

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

## Annexuer-1.3

SL No	Specification of 3 Part- Automated Hematology Analyzer	Whether the product meets the technical spec (Yes/No)
1	Automated 3- Part Hematology Analyzer could analyze 20 parameters, with Histograms for WBC,RBC & PLT.	
2	Counting Method: Impedance Technique for WBC, RBC &PLT, Non-Cyanide reagent set method for measuring HGB.	
3	Throughput. 60 or more samples/hour	
4	Result output is displayed on the screen with histograms and hard copy printout is available.	
5	Should have storage of at least 10,000 Patients including histograms.	
6	There must be an automatic probe cleaning after each aspiration to ensure minimal carry over.	
7	Required sample volume is approx.50µL or less and Pre Dilute mode is 20 µL or less	
8	It has alarm to alert operator when reagents are empty or when waste is full.	
9	The reproducibility in whole blood mode.	
10	Parameter CV (variation coefficient) WBC 3.5% or less RBC 2.0% or less HGB 2 % or less PLT 6.0% or less	
11	Should have Serial port (for host computer/RS-232C)	
12	Power supply 220-240 VAC (50/60 Hz)	
13	Necessary Online UPS with One hour back up should be provided.	
14	The company supplying the instrument should have service and distributor network all over Maharashtra state	

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

## Annexuer-1.4

SL No	SPECIFICATIONS OF FULLY AUTOMATED CLINICAL CHEMISTRY ANALYZER (High Throughput)	Whether the product meets the technical spec (Yes/No)
1	It should be Automated, Discrete, Random Access, Clinical chemistry Analyzer capable of performing biochemistry and Immuno turbidimetry assays.	
2	It should be a floor model.	
3	The throughput should be 300- 640 tests/hr photometric tests with ISE Module	
4	It should have more than 52 on line chemistries.	
5	It should not have any limit on number of programmable Chemistries, Profiles and Calculation Item.	
6	It should accept Linear, Non-Linear, Multi Point Calibration.	
7	Sample disk should accept minimum 75 samples at a time. All the positions on the sample disk should accept STAT samples, blanks, controls, standards	
8	It should accept 5 ml, 7 ml, 10 ml and sample cups for keeping samples.	
9	The sample pipetting should be between 2 – 65 ml.	
10	It should have a separate sample probe reagent probes	
11	The reagent tray should be cooled and should accept more than 40 reagent bottles. It should accept both 20 ml, 50 ml bottles and 5 ml adopters.	
12	Display of Reaction Cuvette temperature and Reagent Tray temperature should be available on Screen.	
13	Biohazard waste should be collected in a separate container.	
14	It should have fixed barcode reader for both reagents and samples (Optional).	
15	Reagent pipetting should be between 50 – 300 ml or les in steps of 1ml.	
16	The reaction cuvettes should be more than 60 and made up of permanent hard glass cuvettes (non-disposable).	
17	On line Reaction Graph should be displayed on the screen and all the reaction graphs should be stored in the memory.	
18	The minimum reading volume should be 180 ml or less.	
19	It should have on board laundry for washing of the cuvettes.	
20	Photometer should consist of 12 wavelengths in the range 340 to 750 nm. It should be capable of doing Monochromatic and Bichromatic measurements.	
21	Light source should be Halogen Lamp.	
22	Absorbance range should be 0.0 – 3.0 or more Abs.	

23	It should have extensive Q. C. program. Should show daily and monthly Levy Jennings Chart and Twin Plot.	
24	It should have facility of auto re-run, auto dilution of sample facility,	
25	Facility of Skipping of dirty cuvettes should be available.	
26	The mixing stirrer should have user defined variable speed (minimum 3 speeds)/ Should have Contact free mixing method	
27	Probe should have Vertical obstruction Detection.	
28	Necessary Online UPS with One hour back up should be provided.	
29	The company supplying the instrument should have service and distributor network all over Maharashtra state	

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

## Annexuer-1.5

SL. No	<u>Specification for Fully Auto Immuno Assay Analyzer</u>	Whether the product meets the technical spec (Yes/No)
1	System should be of CLIA/ ECLIA/CMIA technology.	
2	Should be continuous loading / rack system	
3	System components: Analytical module including touch screen PC	
4	Test Throughput Up to 85 tests/hr or more	
5	Assay Reagents: Ready-to-use reagents	
6	On-board Reagent Capacity: 18 channels/reagent slots for up to 18 different assays or more	
7	Reagent detection: Liquid level detection	
8	Evaporation protection: Automatic closure of reagent lids	
9	Programmable parameters	
10	Sample types : Serum, Plasma, Urine; others	
11	Sample Capacity Load : Continuous	
12	Rack types: Routine, STAT, Control, Calibrator	
13	STAT handling: Dedicated STAT port on rack feeder	
14	Sample Container Types: Primary tubes: 5–10 ml; 16x100,16x75, 13x100, 13x75mm	
15	Sample cup: 2,5 ml or less	
16	Sample Volume : 10 to 50 µl or more per test, depending on assay protocol	
17	Should have built in Sample and reagent Barcode	
18	System should have Interfaces RS 232 serial interface, and bi-directional connectivity.	
19	Sample Data Base should be 1000 or more results for routine, STAT and controls	
20	Test Methods : Pre-defined assay protocols (sandwich /competitive/titration)	
21	Should have Auto Rerun/Reflex Function supported	
22	Electrical Requirements Power requirements: 200–240 VAC 50/60 Hz single phase	

23	Should have FDA certifications	
24	Necessary Online UPS with One hour back up should be provided.	
25	The company supplying the instrument should have service and distributor network all over Maharashtra state.	

Date:

Place:

Signature:

Name:

Designation:

Common Seal:

## Annexuer-1.6

SL No	SPECIFICATIONS OF LOW THROUGHPUT FULLY AUTOMATED CLINICAL CHEMISTRY ANALYZER	Whether the product meets the technical spec (Yes/No)
1	Random Access Clinical chemistry Analyzer capable of performing biochemistry and immuno turbidimetry assays.	
2	The throughput should be at least 200 tests/hr photometric tests	
3	It should have more than 40 on line chemistries.	
4	It should not have any limit on number of programmable Chemistries, Profiles and Calculation Item.	
5	It should accept Linear, Non-Linear, Multi Point Calibration.	
6	Sample disk should accept minimum 35 samples at a time. All the positions on the sample disk should accept STAT samples, blanks, controls, standards	
7	It should accept 5 ml, 7 ml, 10 ml and sample cups for keeping samples.	
8	The sample pipetting should be between 3 – 65 ml.	
9	The reagent tray should be cooled and should accept 40 or more reagent bottles.	
10	Biohazard waste should be collected in a separate container.	
11	It should have fixed barcode reader for both reagents and samples (Optional).	
12	Reagent pipetting should be between 50 – 450 ml in steps of 1ml.	
13	The reaction cuvettes should be more than 40.	
14	The minimum reading volume should be 180 ml or less.	
15	It should have on board cooling for reagents to maintain the stability of reagents.	
16	Photometer should consist of 8 stationary filters, starting from 340nm or should have grating system.	
17	It should be capable of doing Monochromatic and Dichromatic measurements.	
18	Light source should be Halogen Lamp.	
19	Absorbance range should be 0.0 – 3.0 or more Abs.	
20	It should have extensive Q. C. program. Should show daily and monthly Levy Jennings Chart and Twin Plot.	



21	Probe should have Vertical obstruction Detection and liquid level sensing.	
22	Necessary Online UPS with One hour back up should be provided.	
23	The company supplying the instrument should have service and distributor network all over Maharashtra state	

Date:

Place:

Signature:

Name:

Designation:

Common Seal:

**Annexuer-1.7**

<b>SL No</b>	<b><u>Specification for Multi strip Urine Analyzer</u></b>	<b>Whether the product meets the technical spec (Yes/No)</b>
1	Tests Measured: Leukocyte, Nitrite, Protein, Blood, Glucose, Ketone, Bilirubin, Urobilinogen, pH, Specific Gravity, Creatinine and Ascorbic acid(optional)	
2	Reading Time: Rapid, reads strips in < 10 seconds	
3	Sample Processing: Single or Batch mode sample processing and automatically flags errors and abnormal results.	
4	Calibration & Measurement: Automatic Calibration	
5	Quality Control: The equipment must be programmable to run Quality Control and interpret the QC result accordingly. The equipment must be traceable with own QC programs or of third party controls.	
6	Test Measurement: Colour change measured by Dual wavelength reflectance photometry. Unit should have a minimum of three	
7	Proper channel for strip passage ensuring accurate results and proper detection.	
8	Test Format: Dry Chemistry Regent Strips 10 or more Parameters.	
9	Sample ID Entry: Manual & Bar code	
10	Memory: Minimum 2000 patient records	
11	Equipment should have Internal Touch Screen / LED / LCD display, Barcode Reader, Thermal Printer.	
12	Necessary Online UPS with One hour back up should be provided.	
13	The company supplying the instrument should have service and distributor network all over Maharashtra state	

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

## Annexuer-1.8

SL No	<u>Specification for Single Channel Coagulation analyzer</u>	Whether the product meets the technical spec (Yes/No)
1	Principal: Mechanical Ball / Optical method clot detection	
2	Single channel system	
3	Incubator block temperature to be maintained at 37 <sup>0</sup> C	
4	It must have facility to incubate more than one sample	
5	Test must start automatically when the reagents in added by electronic pipette i.e pipette sensor	
6	PT results should be expressed in seconds, PT ratio & INR	
7	It must have facility to store mean normal PT & ISI value for calculation of PT ration & INR	
8	Should be able to connect to external printer	
9	It must have automatic pipette with starter cable to active counter	
10	It must run on primary power supply of 110-240V and must be installed with proper stabilizer	
11	It should CE certified.	
12	Necessary Online UPS with One hour back up should be provided.	
13	The company supplying the instrument should have service and distributor network all over Maharashtra state	

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

## Annexuer-1.9

SL No	TECHNICAL SPECIFICATION OF ELISA READER	Whether the product meets the technical spec (Yes/No)
1	Should be 8-channel optical measuring system.	
2	Should work with a keypad or touch screen	
3	Should be able to read 96-well plate.	
4	Should have capability for Bi chromatic measurements.	
5	Measurement time 12 seconds or less in the Monochromatic measurement mode.	
6	Should be provided with standard 405nm, 450nm, 492/490 nm, 578 nm, 630nm and 700 nm standard filters.	
7	Should have large LCD display, with user friendly software operation.	
8	Should have photometric range 0.0 ~ 3.5 or more Abs	
9	The On-board software should have capability of storing the calibration curve data for at least 8 standards in all the test programs.	
10	Should have memory of at least 2400 sample test results	
11	The system must accept external printer and must print results in preformatted matrix form giving details such as Sample No., Value, Abs and interpretation, with cut-off equation for qualitative results	
12	Should have ports for external printer and for transmission of data to the host computer.	
13	Necessary Online UPS with One hour back up should be provided.	

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

## Annexuer-1.10

SL No	Specification for HbA1c Analyser	Whether the product meets the technical spec (Yes/No)
1	Fully auto mated Bench top system for measurement of HbA1c.	
2	Method: High Performance Liquid Chromatography HPLC technology.	
3	Sample Type: Whole Blood & prediluted.	
4	Should have continuous sample loading capacity.	
5	The system should be able to run sample from both Primary tube as pre dilution mode.	
6	Prediluted sample volume: 20 $\mu$ l or less / Test.	
7	Measuring time: 3-5Min per test.	
8	Should be able to view real chromatograms of the sample analysis, Report shall print chromatographic peaks along with test value and flags.	
9	QC Program: Inbuilt QC program with Levey-Jennings and statistical calculations.	
10	The system should be NGSP certified and traceable to IFCC reference material.	
11	The system should be CE certified	

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

**Annexuer-1.11**

<b>SPECIFICATION FOR ABG ANALYSER</b>
Instrument should use Use Disposable multi use cartridges
No other consumable should be required.
Cartridge should contain (Sensors, solutions, Gases, Pump tubings, waste container and sampler).
Different combinations of cartridges should be available (Blood gas, BG + Electrolyte, BG +Electrolytes + Metabolites)
Different test sizes of cartridges should be available.
Should not need Electrode replacement
Should not use Gas cylinders.
Should work on biosensor technology.
There should not be different reagent bottles which have to be replaced at intervals.
Should not use membranes or fill solutions.
Networking should be possible with no additional software cost.
No Routine maintenance should be required other than cartridge replacement..
Should not need periodical Tubing's replacement.
Up gradation to electrolytes and metabolites should be possible as and when required with no extra instrument hardware cost.
Should have CE approval.

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

## Annexuer-1.12

Sl.No	Specification for Nephelometer	Whether the product meets the technical spec (Yes/No)
1	System shall be based on Nephelometry and Photometry technique and must be capable of doing ASO, RF, & CRP tests apart from other Nephelometry test parameters.	
2	Should have Integrated circuit card for calibration	
3	Should Use Laser light source / Halogen Lamps	
4	Mixing of reagents and samples shall be done automatic by motor	
5	Temperature control by Dry heating at 37 oC	
6	Should have built in Thermal Printer and shall have display for viewing the results	
7	Should have RS 232 for PC interface	
8	Necessary Online UPS with One hour back up should be provided.	
9	The company supplying the instrument should have service and distributor network all over Maharashtra state	

Date:

Signature:

Place:

Name:

Designation:

Common Seal:





**Annexure-02**

**SELF-DECLARATION**

To,

**Senior Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

This is to certify that our company has not been Black Listed either by State Government or Government of India in connection with Manufacture and Supply of any of the Product(s).

We hereby guarantee that the products supplied by our company are not spurious and we further guarantee not to supply any sub-standard or spurious items. We assure that the products supplied shall be as per the tender specifications and as per the regulation of any such statutory authorities

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

**BID FORM**

Ref:

Date:

To,

**Senior Manager (SD)****HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

Dear Sir,

**Sub: Supply of Laboratory Diagnostic Equipment on reagent rental basis.**

Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services to **supply the products** under the above-named Contract in full conformity with the Bidding Documents for the total amount against the product as indicated in the price Schedule.

We undertake that in case our bid is accepted, we shall commence work and shall make all reasonable endeavors to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, the Price Schedule, letter of authorization, documents establishing conformity, and Attachments through to this Bid Form, up to one Year from the date of notice of award and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that the above quoted price for product is firm and shall not be subject to any variation for the entire period of the assignment.

We further declare that the above quoted prices include all taxes except VAT as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We declare that price/ rate offered is for **Supply of products under Rate Contract agreement** and all other related activities.

We agree to all terms and conditions of the tender enquiry document.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Designation and Common Seal...

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

Annexure - 04

**UNDER TAKING LETTER FOR REPLACEMENT OF COMPLAINT GOODS**

To,

**Senior Manager (SD)**

**HLL Lifecare Ltd.**

(A Govt. of India Enterprise)

HLL Bhavan, Poojappura,

Thiruvananthapuram - 695012,

Kerala, India

We hereby assure you, that the products supplied by us will meet all the quality standards and even if any complaint arises, we (name-----) take the responsibility to take back the complaint batches and replace and deliver the replaced stocks to the mutually agreed location.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_

**ANNEXURE - 05**

**PRODUCT LIABILITY CLAUSE FOR GOODS SUPPLIED**

To,

**Senior Manager (SD)**  
**HLL Lifecare Ltd.**  
(A Govt. of India Enterprise)  
HLL Bhavan, Poojappura,  
Thiruvananthapuram – 695012  
Kerala, India

We hereby guarantee you that the goods supplied by us will be according to tender/purchase order specification and in case of any quality issues of the product supplied; we (name----) take the sole responsibility of all the customer complaints and will be liable for any legal issues arising out of that.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_

Annexure - 06CHECKLIST

Sl No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Annexure 6			
2	EMD in the form of BG/DD			
3	Tender Document Duly Signed and Stamped on all pages along with Corrigendum (if Any)			
4	Valid product manufacturing license for manufactures			
5	Authorization letter from the manufacture stating the bidder is the authorized distributor/importer for the firm.			
6	Copy of quality certificate applicable for facility/product (Applicable for manufacturer)			
7	Last three years P & L account and balance sheet duly certified by a Chartered Accountant.			
8	Last two years purchase orders received from various agencies for the supply of quoted items.			
9	Certificate of Registration constituting the firm			
10	Copy of the Pan Card			
11	Sales Tax Clearance certificate			
12	Power of attorney for signatory of bid.			
13	Recent Non conviction certificate			
14	Annexure -1: Specification			
15	Annexure -2 : Self Declaration			
16	Annexure -3: BID Form			
18	Annexure - 4: Under taking letter for replacement of market complaint goods			
19	Annexure -5: Product Liability clause for goods supplied			
20	Annexure - 9 Bidder Details			
21	Equipment Brochure			
22	Other Documents if any			
23	Check list of Products quoted by the bidder Annexure-12			

Signature and seal of the Bidder with seal \_\_\_\_\_

Annexure - 07FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) [ *Insert: Name of Purchaser* ], a [ *insert: description of type of legal entity, for example, an agency of the Ministry of .... of the Government of [insert: country of Purchaser], or corporation incorporated under the laws of [insert: country of Purchaser]* ] and having its principal place of business at [ *insert: address of Purchaser* ] (hereinafter called "the Purchaser"), and
- (2) [ *Insert: name of Supplier* ], a corporation incorporated under the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [ *insert: brief description of Goods and services* ] (this has to be defined briefly) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [ *insert: contract price in words and figures* ] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Conditions of Contract
  - (c) The Schedule of requirements
  - (d) Technical Requirements (including Technical Specifications)
  - (e) The Supplier's bid and original Price Schedules
  - (f) The Purchaser's Notification of Award
  - (g) [ *Add here: any other documents* ]
3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless Purchaser, its officials, agents, and employees and Government of India at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipment's and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Goods	Unit Price	VAT

For and on behalf of the Purchaser

Signed: \_\_\_\_\_

In the capacity of *[insert: title or other appropriate designation]*

In the presence of \_\_\_\_

For and on behalf of the Supplier

Signed: \_\_\_\_\_

In the capacity of *[insert: title or other appropriate designation]*

In the presence of \_\_\_\_

CONTRACT AGREEMENT

Dated the *[insert: number]* day of *[insert: month]*, *[insert: year]*

BETWEEN

*[Insert: name of Purchaser]*, "the Purchaser"

and

*[Insert: name of Supplier]*, "the Supplier"

### Note

The terms and conditions in the format of contract agreement is for indication only. The purchaser may add, modify or delete any part of the terms & conditions of this Contract before signing. However the specification of the equipment will be same as in the tender.

**ANNEXURE - 08**

**EMD BANK GUARANTEE FORMAT**

Whereas \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for the supply of \_\_\_\_\_ ( name and/or description of the goods) (hereinafter called "the Bid") .

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (Name of Country), having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called "theBank") are bound unto \_\_\_\_\_ (name of purchaser) (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CONDITIONS of this obligation are:**

- 1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
  - OR
  - (b) does not accept the correction of errors in accordance with Instruction to Bidders
  - OR
- 2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ..... days/months after the date of bid opening i.e, ..... days/months after .....(date), and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)



## Annexure - 09

**BIDDER DETAILS**

Name of Firm/Manufacturer/Authorized Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/ Director.	
Phone & Mobile No.	
Name and address of Head Office	
Whether the firm is a registered firm Yes/No	
PAN No.	
Service Tax No	
VAT No.	
If the firm is registered as SSI unit (then copy of the certificate issued shall be attached.)	
Whether the firm has enclosed the Bank Draft/PayOrder/Banker's cheque as Earnest Money Deposit.	
Whether the Firm/Agency has signed each and every page of Tender	
Full list of products with all variants & technical specification submitted or not	
Manufacturing license/Import license copy of the firm attached or not	
Authorization letter from the manufacture submitted	
Experience certificate as per tender pre-qualification criteria 1 (2) submitted or not	
Any other information, if necessary	

**NB – Kindly provide the copy of all documents for the detailed technical evaluation**

**Authorized signatory of the bidder with seal**

**(REAGENT RENTAL BASIS)****PRICE QUOTE FOR REAGENT CONSUMABLES, CLEANING SOLUTION & QC FOR( ...Equipment Name.....)**

Item Sl. No A1	Description Of Item -Test Parameter Name A2	Pack Size A3	Consumption Volume per test A4	All inclusive Cost Per Reportable test- CPRT ( Inclusive of all consumables, reagents, calibrators , Cleaning & washing solutions etc) ( In Indian Rupees) A5	Tax* A6	Total amount A7 In Figure	Total amount A8 In Words
<b>Grand Total of A7</b>							

\*If billing is done from the same state VAT shall be applicable and in the case of Interstate sales CST shall be applicable against Form C.

**Quote for QC**

SL No: B1	Name & Level B2	Volume B3	Price per Pack B4	Tax* B5	Total amount Per Test B6 In Figure	Total amount B7 In Words
<b>Grand Total of B6</b>						

Note : Pls attach separate sheet for each equipment

Authorized signatory of the bidder with seal.



## ANNEXURE-11

PROPOSED LAB LIST & LOCATIONS

District										Total
	Maj Lab	Mini Lab	DH	GH	WH	SDH	RH	PHC		
Thane/Palghar	4	1	1	2	1	5	14	78	101	
Raigad	3	--	1	0	0	3	10	52	66	
Ratnagiri	2	1	1	0	0	3	8	67	79	
Nashik	3	4	1	1	0	4	23	103	132	
Dhule	1	2	0	0	0	2	6	41	49	
Nandurbar	1	1	1	0	0	2	11	58	72	
Jalgaon	2	2	1	0	0	3	17	77	98	
Ahamadnagar	1	4	1	0	0	2	23	96	122	
Pune	3	3	1	0	1	4	21	96	123	
Solapur	1	2	0	0	0	3	13	77	93	
Kolhapur	1	2	0	0	0	4	16	73	93	
Sangli		2	0	0	0	2	13	59	74	
Satara	2	2	1	0	0	2	15	71	89	
Sindhudurg	3	1	1	0	0	3	7	38	49	
Aurangabad	1	4	0	0	0	3	10	50	63	
Jalna	1	2	1	0	1	1	8	40	51	
Parbhani	1		1	0	1	2	6	31	41	
Hingoli	1		1	0	0	1	3	24	29	
Latur	2		0	0	1	2	10	46	59	
Osmanabad	3	1	1	0	2	3	7	42	55	
Beed	2	1	1	0	1	2	11	50	65	
Nanded	2	2	0	0	1	4	12	65	82	
Akola	1	1	0	0	1	1	5	30	37	
Amravati	2	2	1	0	1	4	9	56	71	
Buldhana	2	1	1	1		2	12	52	68	
Washim	1	1	1	0	0	0	7	25	33	
Yeotmal		3	0	0	0	3	14	63	80	
Nagpur	1	2	0	0	1	2	9	49	61	
Wardha	2	1	3	0	0	2	6	27	38	
Bhandara	1	2	1	0	0	2	7	33	43	
Gondia	1	1	1	0	1	1	10	39	52	
Chandrapur	1	2	1	0	0	2	11	58	72	
Gadchiroli	1	4	1	0	0	3	9	45	58	
	53	57	25	4	13	82	363	1811	2298	

**PROPOSED LAB LOCATION**

District & Distance from Mumbai	No of Labs	Location of Lab	Type of Lab	Near by Facility
THANE (28 KM)/ PALGHAR	1	Thane	Mini	District Hospital, Thane
	2	Dahanu	Major	Dahanu (100 Bed)
	3	Jawhar	Mini	Jawhar (100 Bed)
	4	Shahapur	Mini	Shahapur (100 Bed)
	5	Worli	Major	Hindlab (Existing)
RAIGAD(ALIBAG) (93 KM)	6	Kharghar	Major	HLL Lifecare - Office bldg.
	7	Raigad (Alibagh)	Mini	District Hospital
	8	Mangaon	Mini	Mangaon (100 Bed)
RATNAGIRI (340 KM)	9	Ratnagiri	Major	District Hospital
	10	Khed/Kalmbani	Major	Kalmbani (100 Bed)
NASHIK (165 KM)	11	Nashik	Major	Nashik District Hospital
	12	Malegaon	Major	General Hospital
	13	Kalwan	Major	Kalwan (100 Bed)
	14	Surgana	Mini	RH
	15	Peint	Mini	RH
AHMADNAGAR (257 KM)	16	Ahmadnagar	Major	District Hospital
	17	Shevgaon	Mini	RH
	18	Sangamner	Mini	RH
	19	Shringonda	Mini	RH
	20	Jamkhed	Mini	RH
DHULE (325 KM)	21	Shirpur	Major	Shirpur (100 Bed)
	22	Sakri	Mini	RH
	23	Dhule	Mini	Hindlab (New)
JALGAON (412 KM)	24	Jalgaon	Major	District Hospital
	25	Chopda	Mini	Chopda (100 Bed)
	26	Bhadgaon	Mini	RH
	27	Muktianagar	Mini	SDH50
NANDURBAR (397 KM)	28	Nandurbar	Major	District Hospital
	29	Dhadgaon	Mini	RH
PUNE (150 KM)	30	Pune	Major	District Hospital
	31	Baramati	Major	Women Hospital
	32	Ambegaon	Major	Manchar (100 Bed)
	33	Indapur	Mini	Indapur SDH50

District & Distance from Mumbai	No of Labs	Location of Lab	Type of Lab	Near by Facility
SOLAPUR (400 KM)	34	Pandharpur	Major	Pandharpur (100 Bed)
	35	Solapur	Mini	RH
	36	Barshi	Mini	RH
KOLHAPUR (376 KM)	37	Gadhinglaj	Major	Gadhinglaj (100 Bed)
	38	Kolhapur	Mini	Hindlab (New)
	39	Chandgad	Mini	RH
SANGLI (375 KM)	40	Sangli	Mini	Hindlab (New)
	41	Jath	Mini	RH
SATARA (259 KM)	42	Satara	Major	District Hospital
	43	Karad	Major	Karad (100 Bed)
	44	Khandala	Mini	RH
	45	Dahiwadi	Mini	RH
SINDHUDURG (480 KM)	46	Sindhudurg (Kudal)	Major	District Hospital
	47	Kankawali	Major	Kankawali (100 Bed)
AURANGABAD (335 KM)	48	Vaijapur	Major	Vijapur(Vaijapur) (100 Bed)
	49	Aurangabad	Mini	Hindlab (New)
	50	Sillod	Mini	SDH50
	51	Kannad	Mini	RH
HINGOLI (562 KM)	52	Hingoli	Major	District Hospital
JALNA (397 KM)	53	Jalna	Major	District Hospital (WH Covered)
	54	Jafrabad	Mini	RH
	55	Mantha	Mini	RH
PARBHANI (525 KM)	56	Parbhani	Major	District Hospital
BEED (393 KM)	57	Beed	Major	District Hospital
	58	Parali	Major	Parali (100 Bed)
	59	Manjlegaon	Mini	RH
LATUR (473 KM)	60	Latur	Major	Women Hospital
	61	Udgir	Major	Udgir (100 Bed)
NANDED (570 KM)	62	Nanded	Major	Women Hospital
	63	Mukhed	Major	Mukhed (100 Bed)
	64	HimayatNagar	Mini	RH
OSMANABAD (425 KM)	65	Osmanabad	Major	District Hospital
	66	Umerga	Major	Umerga (100 Bed)
	67	Tuljapur	Mini	Tuljapur (100 Bed)
AKOLA (585 KM)	68	Akola	Major	Women Hospital

	69	Akot	Mini	RH
AMRAVATI (681 KM)	70	Amravati	Major	District Hospital
	71	Achalpur	Major	Achalpur (100 Bed)
	72	Warud	Mini	RH
	73	Dharni	Mini	SDH50
BULDHANA (500 KM)	74	Buldhana	Major	District Hospital
	75	Khamgaon	Major	General Hospital
	76	Mehakar	Mini	RH
YEOTMAL (674 KM)	77	Kelapur	Mini	Pandharkawada (50 Bed)
	78	Karanji	Mini	RH
	79	Yeotmal	Mini	Hindlab (New)
NAGPUR (846 KM)	80	Nagpur	Major	Women Hospital
BHANDARA (888 KM)	81	Bhandara	Major	District Hospital
	82	Tumsar	Mini	Tumsar (100 Bed)
	83	Lakhandur	Mini	RH
CHANDRAPUR (587 KM)	84	Chandrapur	Major	District Hospital
	85	Chimur	Mini	RH
GADCHIROLI (777 KM)	86	Gadchiroli	Major	District Hospital
	87	Aheri	Mini	SDH50
	88	Kurukheda	Mini	SDH50
	89	Etapalli	Mini	RH
	90	Sironcha	Mini	RH
GONDIA (989 KM)	91	Gondia	Major	District Hospital
	92	Deori	Mini	RH
WARDHA (727 KM)	93	Wardha	Major	District Hospital
	94	Hinganghat	Mini	Hinganghat (100 Bed)
	95	Karanja	Mini	RH
WASHIM ( 548 KM)	96	Washim	Major	District Hospital
	97	Karanja	Mini	RH

**Check list of Products quoted****Annexure-12**

<b>Sl.No</b>	<b>Equipment</b>	<b>Whether quoted Yes/No</b>
1	5 Part Blood cell counter	
2	3- Part Blood Cell counter	
3	Single Channel-Coagulation analyser	
4	Fully Auto BIOCHEMISTRY Analyser- High Through put	
5	Fully Auto BIOCHEMISTRY Analyser- Low Through put	
6	Electrolyte Analyser	
7	HbA1c Analyser	
8	Nephelometry	
9	Fully automated Immunoassay analyser	
10	ABG Analyser with Lactate	
11	Urine Analyser	
12	ELISA Reader	